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[*French v. Texas Utilities*](#), 92-ERA-36 (Sec'y Aug. 31, 1992)

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DATE: August 31, 1992
CASE NO. 92-ERA-36

IN THE MATTER OF

DARRELL W. FRENCH,

COMPLAINANT,

v.

TEXAS UTILITIES,

and

BROWN & ROOT, INC.,

RESPONDENTS.

BEFORE: THE SECRETARY OF LABOR

FINAL ORDER APPROVING SETTLEMENTS
AND DISMISSING COMPLAINT

Before me for review is the Recommended Decision and Order Approving Settlement (R.D. and O.) of the Administrative Law Judge (ALJ) in this case arising under the Energy Reorganization Act of 1974, as amended (ERA), 42 U.S.C. § 5851 (1988). The ALJ recommends approval of the settlement agreements and releases executed by Complainant, *pro se*, and each Respondent and submitted for review.

The terms of the settlement agreements and releases have been carefully reviewed. I note that these settlement agreements appear to encompass the settlement of matters arising under various laws only one of which is the ERA. For the reasons set forth in *Poulos v. Ambassador Fuel Oil Co., Inc.*, Case No. 86-CAA-1, Sec. Order, Nov. 2, 1987, slip op. at 2, I have limited my review of the agreement to determining whether the terms of each agreement are a fair, adequate, and reasonable settlement of Complainant's allegations that Respondents violated the ERA.

I also note that certain language in the agreements and releases could be construed as a waiver by Complainant of causes of action he may have which arise in the future. See e.g., Release of

[PAGE 2]

TU Electric at ¶ 4; Release of Brown and Root, Inc., at ¶ 4. Because a waiver of Complainant's rights based on future employer actions would be contrary to public policy, I interpret these provisions as limited to a waiver of the right to seek damages in the future based on claims or causes of action arising out of the facts or any set of facts occurring before the date of these agreements. As so construed, I find the terms of the agreements to be fair, adequate, and reasonable to settle Complainant's allegations that Respondents violated the ERA.

Accordingly, the complaint is DISMISSED with prejudice. See Settlement Agreements at ¶ 5.

SO ORDERED.

LYNN MARTIN
Secretary of Labor

Washington, D.C.